

INVESTMENT ADVISORY AGREEMENT

By this Agreement and Instruction, (Client) appoints Legionce Investment Advisors, LLC (Advisor), a Registered Investment Advisor, to manage Client's portfolio including subsequent substitutions, additions, and deletions to the portfolio in accordance with the following terms and conditions:

This Agreement is subject to the Investment Adviser's Act of 1940, amendments and supplements of those acts, and the applicable laws of the state of Colorado and other states similar laws.

Client acknowledges receipt of a written disclosure statement (ADV Part II) prior to, or at time of, entering into this Agreement. Client has a right of termination without penalty or fees due within five business days after entering the contract.

This Agreement may subsequently be terminated upon 30 days written notice by either party. Client has responsibility for any transaction initiated prior to termination on a pro rated basis to the Advisor.

This Agreement has an initial term of one year and shall automatically extend for additional one year terms unless terminated as above.

Neither Client nor Advisor may assign this Agreement absent written consent.

Advisor's authority includes the power to purchase, sell and exchange property, to exercise whatever rights are conferred upon the holder of property held in the portfolio, and to reinvest proceeds.

The annual management fee of _____ per annum (Client Initials) shall apply and is calculated for those assets assigned to Advisor by Client based on the quarter ending net market asset value as calculated by the Custodian and time adjusted for any deposits or withdrawals. Payment is made quarterly at the end of each quarter. Advisor's fee is in addition to transaction commissions charged by the Custodian or any other costs associated with custody of securities.

Fee Schedule:	\$500,000 or less	1.5% per annum
	\$500,000 and over	1% per annum

Advisor has the discretion to negotiate all fees.

Client agrees to execute Custodian's standard account application which includes Advisor authorization (Limited Power of Attorney Agreement). The Custodian's agreement includes directing brokerage transactions with Custodian. Custodian shall be solely responsible for settlement of all transactions, receipt and disbursement of funds and other acts necessary for the proper custody of Client assets. Advisor may rely upon reports (electronic and paper) as to such matters, including, but not limited to, settlement of transactions, location descriptions, and amounts of properties constituting Client assets. The Custodian reports may also include cost

and market data, a description of each security in the portfolio, the weight of a particular investment in relation to the total portfolio value and the performance of the portfolio versus an appropriate unmanaged index. Advisor shall bill Custodian for Client fee to be taken from Client assets and Client acknowledges responsibility for payment of fees (and any costs of collection, including, without limitation, reasonable attorneys fees) in the event Client assets are insufficient or unavailable. Client shall receive billing information from Custodian. Advisor shall not be liable to Client for any breach of duty by Custodian. The Client will provide written authorization to the Custodian for the withdrawal of fees. Advisor will send to the Client on a quarterly basis a statement showing the calculation of the advisory fees and also sends a copy of the invoice to the Custodian at the same time as the statement is sent to the Client.

Client recognizes inherent risks of security investments. Advisor cannot assure a net profit will be obtained, or that a loss will not be incurred. Advisor shall not be liable for any action taken or omitted except in cases of negligence or misconduct, provided that Client shall not be deemed to have waived compliance by Advisor with any provision of the federal or state securities acts or rules, regulations or orders thereunder.

All claims and controversies or any related issues which may arise at any time between Client and Advisor including Advisors' representatives, directors, officers, employees and agents concerning any transactions or orders, the construction, performance or breach of this or any common law or statutory duty, the violation of any federal or state law, the Racketeer Influenced and Corrupt Organizations Act or any other federal or state law of any nature shall be resolved by voluntary arbitration rather than by lawsuit in a court of law or equity. By this, Client and Advisor waive their right to seek remedies in court, including, for example, the right to a jury trial. It is understood that this agreement to voluntarily arbitrate does not constitute a waiver of Client's rights under the Investment Advisers Act of 1940. The award of the arbitrators, or a majority of them, may be entered in any federal or state court having jurisdiction.

This Agreement shall be governed by the laws of the state of Colorado.

This Agreement will bind Client's heirs, executors, administrators, successors, and assigns and will benefit Advisor's successors and assigns.

Accepted:

Client

Legionce Investment Advisors, LLC

Date

